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### AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

§

WHEREAS, on **April 21, 2008**, an Oil, Gas and Mineral Lease was entered into by and between **Park Place Real Estate, L.P.**, whose address is P.O. Box 181811, Arlington, Texas 76096, herein called "Lessor," and **Paloma Barnett, LLC**, whose address is 1021 Main Street, Suite 2600, Houston, Texas 77002, Lessee; said Oil and Gas Lease is evidenced by a No Surface Use Oil and Gas Lease which is recorded in the Official Public Records of Tarrant County, Texas as **D208365376**;

WHEREAS, Paloma Barnett, L.L.C. assigned all of its right, title and interest in and to the lease to Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, whose address is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118; and;

WHEREAS, Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease; and;

WHEREAS, the Lessor(s), Chesapeake Exploration, L.L.C. and Total E&P USA, Inc., their successors and/or assigns, desires to amend said Oil and Gas Lease as set forth below:

The Lease states that the land covered thereby (the "leased premises") is described as follows:

**See "Exhibit A"**

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby amend the Oil and Gas Lease as follows to include "Exhibit A" attached to said lease:

### ADDENDUM TO OIL AND GAS LEASE "Exhibit A"

Attached to and made part of that certain OIL, GAS AND MINERAL LEASE dated April 21, 2008 between Park Place Real Estate, LP, as Lessor, and Paloma Barnett, LLC, as Lessee.

Being 0.7314 acres of land; more or less, situated in Tarrant County, Texas and being comprised of the following tracts to wit:

Tract 1:

0.2821 acres of land, more or less, out of the J. Coombs Survey, A-316, Tarrant County, Texas, also being known as Lot 6, Block 28, of the Stoneridge Addition, an addition to the City of Arlington, Tarrant County, Texas and amendments thereof, including streets, easements, and alleyways adjacent thereto, and any riparian right.

Tract 2:

0.2376 acres of land, more or less, out of the J. Coombs Survey, A-316, Tarrant County, Texas, also being known as Lot 12, Block 28, of the Stoneridge Addition, an addition to the City of Arlington,

Tarrant County, Texas and amendments thereof, including streets, easements, and alleyways adjacent thereto, and any riparian right.

Tract 3:

0.2117 acres of land, more or less, out of the Wm. Haymon Survey, A-642, Tarrant County, Texas, also being known as Lot 19, Block 5, of the Brandyridge Addition, an addition to the City of Arlington, Tarrant County, Texas and amendments thereof, including streets, easements, and alleyways adjacent thereto, and any riparian right.

Lessor(s) further acknowledge the Oil and Gas Lease as being valid and subsisting and in full force and effect and all of the rights granted to Lessee under the Oil and Gas Lease shall continue in full force and effect as to the terms and provisions of the Oil and Gas Lease.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In the event of a conflict between the provisions contained in this instrument and any other provisions contained in the Lease, the provisions contained in this instrument shall prevail to the extent of such conflict; in all other respects the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed as of the date of acknowledgment of signature below.

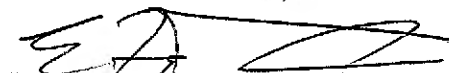
**Lessor:        Park Place Real Estate, L.P.**

**By:             Its General Partner, Farah Family Real Estate Management, L.L.C.**

**By:**

**Name:**

**Title:**



**Elias Farah**

**Chief Executive Manager of Farah Family Real Estate Management, L.L.C.**

**Lessee(s):**

**CHESAPEAKE EXPLORATION, L.L.C.**

**By: \_\_\_\_\_**

Henry J. Hood, Sr. Vice President  
Land and Legal & General Counsel

**TOTAL E&P USA, INC., a Delaware corporation**

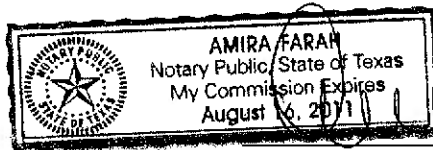
**By: \_\_\_\_\_**

Eric Bonnin, Vice President  
Business Development and Strategy

ACKNOWLEDGMENT

STATE OF TEXAS                   §  
  §  
COUNTY OF TARRANT       §

This instrument was acknowledged before me on the 11<sup>th</sup> day of June 2010, by **Elias Farah as Chief Executive Manager of Farah Family Real Estate Management, L.L.C., General Partner of Park Place Real Estate, L.P., on behalf of said L.P.**



[Signature]  
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2010, by **Henry S. Hood, Sr. Vice President – Land and Legal & General Counsel**, on behalf of **CHESAPEAKE EXPLORATION, L.L.C.**

\_\_\_\_\_  
Notary Public in and for The State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by **Eric Bonnin as Vice President – Business Development and Strategy of TOTAL E&P USA, INC.,** a Delaware corporation, as the act and deed and behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for The State of \_\_\_\_\_